VILLAGE OF HOOSICK FALLS
REGULAR MEETING

SEPTEMBER 9, 2026

RESOLUTION NO. 2026 - ___

A RESOLUTION AUTHORIZING AGREEMENTS WITH DELAWARE ENGINEERING FOR THE ADMINISTRATION OF NY FORWARD PROJECTS

WHEREAS, Delaware Engineering has been pre-approved and selected to administer two (2) projects for New York Forward to include the 114 Church Street project and the 9 Main Street Project; and

WHEREAS, the Village of Hoosick Falls Board of Trustees desires to enter into a professional services agreement to have Delaware Engineering administer the two projects as mentioned herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Hoosick Falls in regular session duly convened as follows:

> That this Board of Trustees does hereby authorize the Mayor to enter into professional services agreementS with Delaware Engineering, to assist with the administration of two (2) New York Forward projects, specifically, 114 Church Street and 9 Main Street projects, as more fully set forth in the agreements attached hereto and made a part hereof.

The foregoing Resolution, offered by _____ and seconded by _____, was duly put to a roll call vote as follows:

TRUSTEE MARISSA HARRIS	**VOTING** _____
TRUSTEE MELODY MENTIPLY	**VOTING** _____
TRUSTEE TODD BURDICK	**VOTING** _____
TRUSTEE MICHAEL HICKEY	**VOTING** _____
TRUSTEE ROBERT RYAN	**VOTING** _____
DEPUTY MAYOR KEVIN O'MALLEY	**VOTING** _____
MAYOR DANIEL SCHUTTIG	**VOTING** _____

The foregoing Resolution was/was not thereupon declared duly adopted.

September 9, 2026

DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Phone: 518.452.1290
Fax: 518.452.1335

August 17th, 2026

Village of Hoosick Falls
c/o Mayor Dan Schuttig
24 Main Street
Village of Hoosick Falls, NY 12090

Dear Mayor,
Delaware Engineering, D.P.C. (Contractor) is pleased to provide this proposal for professional services in the form of grant administration to the Village of Hoosick Falls (Client) to support the recent NY Forward grant awards noted herein.

Project Background:
The Village of Hoosick Falls was awarded $4.5 million in grant funding from the Round 2 NY Forward program to fund 11 transformative downtown revitalization projects in December of 2023. The Village is working through administration of two of the grants listed in their NY Forward Strategic Implementation Plan, including developing the STAY Apartments at 9-15 John Street (project #14) and the rehabilitation of 114 Church Street to return vacant residential units into service (project #19).

Delaware Engineering, DPC was approached by the Village to assist with grant administration for these projects to ensure their completion.

Scope of Services:
Administrative Services

- Provide administrative services for Village of Hoosick Falls for the following NY Forward Awarded grants:
  - Rehabilitation of 9-15 John Street (SHARS ID: 20250583); and
  - Rehabilitation of 114 Church Street (SHARS ID: 20250583).
- Review of and submission of funding commitment and disbursement paperwork;
- Coordinate Environmental Services as needed; and
- Assist with SEQR process through Planning Board.

Environmental Services

- Prepare environmental review documents including forms, documentation, maps, relevant records and findings.
  - Submit final scopes and design as approved by the Village Board for approval through State Historic Preservation Office's Cultural Resource Information System as appropriate.
  - Coordinate environmental assessment of project site(s) to determine level of investigation required to complete site contamination review, following program requirements and using ASTM guidelines. This includes assistance with identifying qualified firms, review of selected firms responses and assistance in overseeing hired firm for the completion of environmental testing as required by grant.

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28 Madison Avenue Extension
Albany, New York 12203
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- Review Village construction inspection by Building Inspector reports and assist Village with reimbursement submissions for the following milestones as outlined in the Grant Agreement:
  - 25% construction complete;
  - 50% construction complete;
  - 75% construction complete;
  - 100% construction complete.

Professional Services Fee:
The Village will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed. Determination of payment will be based on the following projects:

Project #14: Develop the STAY Apartments at 9-15 John Street
Award: $470,000
5% to be paid to Contractor: $23,500

Project #19: Rehabilitate 114 Church Street to Return Vacant Residential Units into Service
Award: $300,000
5% to be paid to Contractor: $15,000

Total Not-to-Exceed Amount: **$38,500**

Please note: Construction inspection is not included in this scope of work with the Village DPW taking on this role. Should the Client wish to hire the Contractor for construction inspection this will be considered an additional charge and subject to the section below and rate table attached.

Compensation:
Contractor shall not be compensated for any labor, hours or materials that exceed the Not-to-Exceed Amount unless the Client agrees in advance through a signed written agreement. Total contract compensation shall not exceed **$38,500** unless prior authorization is received from the Client. Invoices will be submitted to the Client not more frequently than on a monthly basis. Payment shall be made to the Contractor within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

Additional Services:
Additional services can be provided if deemed necessary and are agreed upon by both parties. Services not indicated or included in the above-listed scope of services, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule (See Attachment A) for the year in which the work is being performed.

DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Phone: 518.452.1290
Fax: 518.452.1335

Standard Contract Terms and Conditions:
The terms and conditions contained on the attached sheet will apply to the project contract for any additional services beyond this agreed upon scope, see Attachment B.

Endorsements:
Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office via email.

Please contact me if you have any questions or comments at 518-452-1290 or via email at swalsh@delawareengineering.com.

Sincerely,

Sarah M. Walsh

Senior Environmental Scientist

The following signatures establish the foregoing:

(CLIENT) **VILLAGE OF HOOSICK FALLS**		**(CONTRACTOR)** **DELAWARE ENGINEERING, D.P.C.**	
By:	_____ (Signature)	By:	_____ (Signature)
Print Name:	Dan Schuttig	Print Name:	_____
Title:	Mayor	Title:	_____
Date:	_____	Date:	_____

CC: Sarah Walsh, Senior Environmental Scientist
Attachment A: 2026 Rate Schedule
Attachment B Terms and Conditions

DELAWARE
ENGINEERING, D.P.C.

2026
HOURLY RATE SCHEDULE

Personnel	Rate
Project/Accounting Coordinator/Senior Coordinator	$95 - $115
Designer/Senior Designer	$110 - $190
Construction Inspector/Senior Construction Inspector	$140 - $170
Construction Manager/Senior Construction Manager	$190 - $210
Environmental Scientist or GIS Specialist/Senior Scientist/GIS	$155 - $185
Public Engagement Specialist/Grants Manager	$175 - $185
Planner/Senior Planner	$175 - $185
Engineer	$130 - $170
Design Engineer/Senior Design Engineer	$130 - $170
Project Engineer/Senior Project Engineer	$160 - $190
Senior Engineer/Managing Engineer	$200 - $250
Principal or Partner Engineer, Scientist or Planner	$240 - $270

Reimbursable Expenses:

1. Mileage @ Federal Rate 72.5 per mile
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. Telecommunications @ Cost
4. FedEx, UPS, US Postal, Courier @ Cost
5. Subcontract Management @ Cost plus 10%
6. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

PART III
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract ids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with applicable law and regulation and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (I) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties' senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Phone: 518.452.1290
Fax: 518.452.1335

August 17th, 2026

Village of Hoosick Falls
c/o Mayor Dan Schuttig
24 Main Street
Village of Hoosick Falls, NY 12090

Dear Mayor,
Delaware Engineering, D.P.C. (Contractor) is pleased to provide this proposal for professional services in the form of grant administration to the Village of Hoosick Falls (Client) to support the recent NY Forward grant awards via Contract C1003361 noted herein.

Project Background:
The Village of Hoosick Falls was awarded $4.5 million in grant funding from the Round 2 NY Forward program to fund 11 transformative downtown revitalization projects in December of 2023. The Village is working through administration of two projects within the grants listed in their NY Forward Strategic Implementation Plan including, Improving the Hoosic Greenway Trail connections (Project #3) and Improving and expanding pedestrian infrastructure downtown (Project #4).

Delaware Engineering, DPC was approached by the Village to assist with grant administration for these projects to ensure their completion.

Scope of Services:
The following Scope of Services applies to both Projects #3 and #4 and is based on the Schedule C – Work Plan attached hereto:

Task 1 Project Initiation Meeting
- *Assist the Village in holding an initiation meeting to review and agree upon requirements for both projects.*
- *Provide Village with written summary outlining agreements reached.*
- *Work with Village to obtain photos of existing conditions of both projects for submission.*

Task 2 Consultant Selection and Compliance with Procurement Requirements
- *Work with Village attorney to prepare drafts and final Request for Proposals (RFP) for all competitive procurement opportunities.*
- *Work with Village attorney to prepare drafts and final, executed consultant subcontract(s).*
- *Work with Village attorney to prepare signed Procurement Certification form(s) for each subcontractor(s).*

Task 3 Draft Design
- *Assist Village in procuring draft designs based upon conceptual designs from the Strategic Investment Plan, public input, and site conditions for both projects.*
- *Assist Village with submitting draft designs and supporting materials for Department review.*

Task 4 Environmental Quality Review
- *Work with the Village to bring projects through the Planning Board process.*

DELAWARE ENGINEERING, D.P.C.

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- *Prepare draft documents necessary for the Village to comply with the State Environmental Quality Review Act (SEQRA).*
- *Guide Village Planning Board through SEQRA process through determination of significance for both projects.*
- *Ensure SEQRA process is thoroughly documented for both projects.*

Task 5 Final design and Construction Documents

- *Work with Village and subconsultant(s) to finalize project design and draft construction documents for both projects.*
- *Assist Village submitting final designs and construction documents for Department review for both projects.*

Task 6 Permits

- *Assist Village to gain Planning Board approvals for both projects and identify permits needed for both projects to be completed.*
- *Work with Village to obtain and complete permit applications as needed for both projects.*
- *Work with the Village to prepare copies of all required permits and approvals for Department review.*

Task 7 Bid Process and Selection of Construction Subcontractor

- *Prepare bid documents for the Village, including request for cost estimates, for both projects.*
- *Solicit bid invitations for projects using Village process.*
- *Complete sealed fixed bid process, one for each project, and prepare a summary of submissions for Village review and selection for construction manager(s)/contractor(s).*
- *Assist Village attorney in drafting contract(s)for construction manager(s)/contractor(s), for each project.*
- *Work with Village attorney to complete Procurement Certification form of compliance for each project and submit to Department for review.*

Task 8 Project Signage

- *Work with the Village to procure signage and gain approval by the Department for both construction sites.*
- *Work with the Village to gain photo-documentation of signs installed on project site.*

Task 9 Construction, Construction Management and Site Inspection

- *Review DPWs construction weekly progress reports and compile for monthly reports to the Department.*
- *Be present for Department on-site inspection.*

Task 10 Completion of Project

- *Work with Village and Building Inspector to ensure construction work has been completed for both projects and help prepare the statement of completion for the Department.*
- *Assist the Village in completion of the Final Project Summary Report, including photos of state-funded work.*

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Professional Services Fee:
The Client will pay the Contractor for actual services rendered on a time and materials basis at the hourly rates and materials mark-ups in the attached 2026 Rate Schedule. Determination of payment will be based on the following projects:

Project #3: Improving the Hoosic River Greenway Trail Connections
Award: $301,000
5% to be paid to Contractor: $15,050

Project #4: Improve and Expand Pedestrian Infrastructure Downtown
Award: $190,000
5% to be paid to Contractor: $9,500

Total Not-to-Exceed Amount: **$24,550**

Please note: Construction inspection is not included in this scope of work with the Village Building Inspector taking on this role. Should the Client wish to hire the Contractor for construction inspection this will be considered an additional charge and subject to the section below and rate table attached.

Compensation:
Contractor shall not be compensated for any labor, hours or materials that exceed the Not-to-Exceed Amount unless the Client agrees in advance through a signed written agreement. Total contract compensation shall not exceed **$24,550** unless prior authorization is received from the Client. Invoices will be submitted to the Client not more frequently than on a monthly basis. Payment shall be made to the Contractor within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

Additional Services:
Additional services can be provided if deemed necessary and are agreed upon by both parties. Services not indicated or included in the above-listed scope of services, or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule (See Attachment A) for the year in which the work is being performed.

Standard Contract Terms and Conditions:
The terms and conditions contained on the attached sheet will apply to the project contract for any additional services outside of this agreed upon scope of work, see Attachment B.

Endorsements:
Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office via email.

DELAWARE ENGINEERING, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Phone: 518.452.1290
Fax: 518.452.1335

Please contact me if you have any questions or comments at 518-452-1290 or via email at swalsh@delawareengineering.com.

Sincerely,

Sarah M. Walsh

Senior Environmental Scientist

The following signatures establish the foregoing:

(CLIENT) **VILLAGE OF HOOSICK FALLS**	**(CONTRACTOR)** **DELAWARE ENGINEERING, D.P.C.**
By: _____ (Signature)	By: _____ (Signature)
Print Name: Dan Schuttig	Print Name: _____
Title: Mayor	Title: _____
Date: _____	Date: _____

Attachment A: 2026 Rate Schedule
Attachment B: Terms and Conditions
Attachment C: Work Plan

DELAWARE
ENGINEERING, D.P.C.

2026
HOURLY RATE SCHEDULE

Personnel	Rate
Project/Accounting Coordinator/Senior Coordinator	$95 - $115
Designer/Senior Designer	$110 - $190
Construction Inspector/Senior Construction Inspector	$140 - $170
Construction Manager/Senior Construction Manager	$190 - $210
Environmental Scientist or GIS Specialist/Senior Scientist/GIS	$155 - $185
Public Engagement Specialist/Grants Manager	$175 - $185
Planner/Senior Planner	$175 - $185
Engineer	$130 - $170
Design Engineer/Senior Design Engineer	$130 - $170
Project Engineer/Senior Project Engineer	$160 - $190
Senior Engineer/Managing Engineer	$200 - $250
Principal or Partner Engineer, Scientist or Planner	$240 - $270

Reimbursable Expenses:

1. Mileage @ Federal Rate 72.5 per mile
2. Travel Expenses (Lodging, Meals) @ Federal Per Diem Rate
3. Telecommunications @ Cost
4. FedEx, UPS, US Postal, Courier @ Cost
5. Subcontract Management @ Cost plus 10%
6. Other allowable costs @ Cost (Plan Reproductions, Photographs, etc.)

PART III
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract ids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with applicable law and regulation and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials

11. INDEMNITIES. To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless CLIENT from and against loss, liability, and damages sustained by CLIENT, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of ENGINEER, its agents or employees.

To the fullest extent permitted by law, CLIENT shall defend, indemnify, and save harmless ENGINEER from and against loss, liability, and damages sustained by ENGINEER, its agents, employees, and representatives by reason of claims for injury or death to persons, damages to tangible property, to the extent caused directly by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project or tested by ENGINEER under this Agreement, or (b) operation or management of the Project. CLIENT also agrees to require its construction contractor, if any, to include ENGINEER as an indemnitee under any indemnification obligation to CLIENT.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT. CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties' senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

ATTACHMENT C - WORK PLAN

Village of Hoosick Falls Pedestrian Infrastructure and Trail Improvements

1. Project Description

The Village of Hoosick Falls will advance Hoosick Falls's NY Forward through the following projects:

Project Component 1: Improve the Hoosic River Greenway Trail Connections
Improve the Hoosic River Greenway Trail by designing and constructing on-road pedestrian/bike improvements along Water St. as well as improvements to the intersections of Water St., Superior St., and Church St. to accommodate automotive, pedestrian, and bicycle traffic.

Project Component 2: Improve and Expand Pedestrian Infrastructure Downtown
Improve pedestrian infrastructure in the Village by replacing sidewalks and curb ramps, adding lighting and new signage, reconfiguring lower Classic St. with a wider sidewalk and improved stormwater management, and realigning a portion of Church St.

2. Required Products

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products. Formal metadata must be provided with all digital GIS data which includes, at minimum, a file summary/abstract, intended use, data, source data, and author information.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented and include any associated metadata (including the photo's GPS location where available).

3. Compliance with Procurement Requirements

The Contractor shall complete the following Tasks, which shall ensure all aspects of the Project are completed. Each Task has "Products" which shall be submitted to the Department in a timely manner as work proceeds.

4. Project Tasks

The Contractor shall complete the following Tasks, which shall ensure all aspects of the Project are completed. Each Task has "Products" which shall be submitted to the Department in a timely manner as work proceeds.

Project Component 1: Improve the Hoosic River Greenway Trail Connections

Task 1.1 Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the Project, shall hold a project initiation meeting to review and agree upon the Project scope and schedule, Project requirements, roles and responsibilities, the process for procuring consultant(s) for all tasks, contract requirements, including State Environmental Quality Review Act (SEQRA) and MWBE compliance, public involvement in the design of the Project, photos of existing conditions, discussion of any anticipated groundbreakings, ribbon cuttings, or other public relations events, and any other information which would assist in Project completion. In addition, the Contractor and the Department shall agree to a schedule for periodic check-in meetings. The Contractor shall prepare and distribute to the Department a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products:

- Written meeting summary outlining agreements reached.
- Photos of existing conditions.

Task 1.2 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain all professional services through a competitive process approved by the Department to ensure prudent and economical use of public funds for professional services of maximum quality at reasonable cost. The organization's attorney, chief legal officer or financial administrator shall certify to the Department in writing that services were retained in accordance with applicable laws and/or bylaws for each consultant by completing the Department's Procurement Certification form. If a competitive Request for Proposals (RFP) process is warranted, the Contractor shall share the draft RFP with the Department for review prior to releasing.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs.

The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to

execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products:

- Draft and final Request for Proposals (RFP) for all competitive procurement opportunities.
- Draft and final, executed consultant subcontract(s).
- Signed Procurement Certification form(s) for each subcontractor.

Task 1.3 Draft Design

The Contractor shall prepare, or cause to be prepared, a draft design based upon the conceptual designs from the Strategic Investment Plan, public input, and site conditions. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in this Contract and all subcontract work plans. The draft design shall be provided to the Department for review. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products:

- Draft design and supporting materials.

Task 1.4 Environmental Quality Review

The Contractor shall prepare, or cause to be prepared, all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance.

Products:

- Completed SEQRA documentation.

Task 1.5 Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design, including all plans, specifications, construction drawings, and cost estimates needed to advance the Project to construction. The final design and supporting construction documentation shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents. Cost estimates shall be submitted to the Department and demonstrate that the Project is within budget.

Products:

- Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.
- Cost estimates demonstrating the Project is within budget.

Task 1.6 Permits

The Contractor shall prepare, or cause to be prepared, all necessary permits and/or other approval applications and obtain the required permits or approvals. Prior to construction, the Contractor or its consultant(s) shall provide to the Department all federal, state, and local required permits, reviews, and approvals for the Project.

Products:

- Copies of all required permits and approvals submitted to the Department upon receipt.

Task 1.7 Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction manager subcontractor and/or construction subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation(s) to the Department for review and comment.

The Contractor shall select the construction manager and/or construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction manager and/or construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of Project completion, a payment schedule with payments tied to receipt of products/project milestones, and project costs as well as MWBE goals. The organization's attorney, chief legal officer or financial administrator shall certify to the Department in writing that services were retained in accordance with applicable laws and/or bylaws.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department promptly upon execution.

Products:

- Draft and final bid invitation
- Draft and final executed construction manager and/or construction subcontract(s).
- Signed Procurement Certification form stating compliance with procurement procedures for each subcontractor.

Task 1.8 Project Signage

The Contractor shall install, or cause to be installed, prior to the start of any construction work, a sign satisfactory to the Department identifying the State's funding of the Project. The Project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer, unless otherwise agreed to by the Department prior to the start of construction.

Products:

- Department-approved sign design.
- Photo-documentation that sign is installed in Project area.

Task 1.9 Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents – including any site remediation as necessary to remove contaminated soil. The Contractor shall provide, or cause to be provided, notification to the Department that construction work will begin a minimum of 30 days prior to any Notice to Proceed or otherwise start of construction activity.

Once work has begun, the Contractor shall provide in writing a summary of work progress that includes any existing and/or anticipated delays affecting Project completion. These progress reports should be provided at an interval agreed to by the Department and Contractor. The Contractor and/or the Department may also verify progress and completion of the work through periodic site inspections and photo documentation provided at intervals agreed to by the Department and Contractor.

At an appropriate time nearing Project completion, the Contractor shall invite the Department to a site visit and provide a punch list of any incomplete items with an estimated schedule for full Project completion.

Products:

- 30-day notification of construction starting
- Work progress written summaries and identification and notification of any substantial problems and delays.
- Photo-documentation of in-progress work
- Project substantially complete/completion site visit and punch list of any incomplete items with estimated schedule for full Project completion

Task 1.10 Completion of Project

Following completion of the Project, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during Project initiation meeting, the Contractor shall submit, or cause to be submitted, a full set of as-built plans in digital format and certified by a licensed professional engineer, architect or landscape architect.

When the Contractor is satisfied work is complete, it shall submit to the Department a Final Project Summary Report along with a copy of the completion statement, the certified as-built plans, and photo-documentation in the form of digital files of the site work completed with NY Forward funding. The Contractor shall not submit a final payment request to the Department, until the Department has received all Project work Products and concurs that all Project work is complete.

Products:

- Statement of completion, certified by a licensed professional engineer, architect, or landscape architect.
- Digital version of certified as-built plans
- Final Project Summary Report (https://forms.office.com/g/Fs7t8jaANv)
- Photos of completed Project documenting State-funded work

Project Component 2: Improve and Expand Pedestrian Infrastructure Downtown

Task 2.1 Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the Project, shall hold a project initiation meeting to review and agree upon the Project scope and schedule, Project requirements, roles and responsibilities, the process for procuring consultant(s) for all tasks, contract requirements, including State Environmental Quality Review Act (SEQRA) and MWBE compliance, public involvement in the design of the Project, photos of existing conditions, discussion of any anticipated groundbreakings, ribbon cuttings, or other public relations events, and any other information which would assist in Project completion. In addition, the Contractor and the Department shall agree to a schedule for periodic check-in meetings. The Contractor shall prepare and distribute to the Department a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products:

- Written meeting summary outlining agreements reached.
- Photos of existing conditions.

Task 2.2 Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor shall retain all professional services through a competitive process approved by the Department to ensure prudent and economical use of public funds for professional services of maximum quality at reasonable cost. The organization's attorney, chief legal officer or financial administrator shall certify to the Department in writing that services were retained in accordance with applicable laws and/or bylaws for each consultant by completing the Department's Procurement Certification form. If a competitive Request for Proposals (RFP) process is warranted, the Contractor shall share the draft RFP with the Department for review prior to releasing.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs. The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s).The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Attachment A-1.

Products:

- Draft and final Request for Proposals (RFP) for all competitive procurement opportunities.
- Draft and final, executed consultant subcontract(s).
- Signed Procurement Certification form(s) for each subcontractor.

Task 2.3 Draft Design

The Contractor shall prepare, or cause to be prepared, a draft design based upon the conceptual designs from the Strategic Investment Plan, public input, and site conditions. The draft design shall include all required maps, tables, data, written discussions, and other information as identified in this Contract and all subcontract work plans. The draft design shall be provided to the Department for review. Department comments must be addressed to the satisfaction of the Department in subsequent revisions of the final design.

Products:

- Draft design and supporting materials.

Task 2.4 Environmental Quality Review

The Contractor shall prepare, or cause to be prepared, all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance.

Products:

- Completed SEQRA documentation.

Task 2.5 Final Design and Construction Documents

The Contractor shall prepare, or cause to be prepared, the final design, including all plans, specifications, construction drawings, and cost estimates needed to advance the Project to construction. The final design and supporting construction documentation shall be provided to the Department for review. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents. Cost estimates shall be submitted to the Department and demonstrate that the Project is within budget.

Products:

- Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.
- Cost estimates demonstrating the Project is within budget.

Task 2.6 Permits

The Contractor shall prepare, or cause to be prepared, all necessary permits and/or other approval applications and obtain the required permits or approvals. Prior to construction, the Contractor or its consultant(s) shall provide to the Department all federal, state, and local required permits, reviews, and approvals for the Project.

Products:

- Copies of all required permits and approvals submitted to the Department upon receipt.

Task 2.7 Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor shall prepare and distribute, or cause to be prepared and distributed, a bid invitation to select a construction manager subcontractor and/or construction subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation(s) to the Department for review and comment.

The Contractor shall select the construction manager and/or construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction manager and/or construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of Project completion, a payment schedule with payments tied to receipt of products/project milestones, and project costs as well as MWBE goals. The organization's attorney, chief legal officer or financial administrator shall certify to the Department in writing that services were retained in accordance with applicable laws and/or bylaws.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department promptly upon execution.

Products:

- Draft and final bid invitation
- Draft and final executed construction manager and/or construction subcontract(s).
- Signed Procurement Certification form stating compliance with procurement procedures for each subcontractor.

Task 2.8 Project Signage

The Contractor shall install, or cause to be installed, prior to the start of any construction work, a sign satisfactory to the Department identifying the State's funding of the Project. The Project sign shall remain in place for at least 60 days after completion of construction or initial occupancy, whichever duration is longer, unless otherwise agreed to by the Department prior to the start of construction.

Products:

- Department-approved sign design.
- Photo-documentation that sign is installed in Project area.

Task 2.9 Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents – including any site remediation as necessary to remove contaminated soil. The Contractor shall provide, or cause to be provided, notification to the Department that construction work will begin a minimum of 30 days prior to any Notice to Proceed or otherwise start of construction activity.

Once work has begun, the Contractor shall provide in writing a summary of work progress that includes any existing and/or anticipated delays affecting Project completion. These progress reports should be provided at an interval agreed to by the Department and Contractor. The Contractor and/or the Department may also

verify progress and completion of the work through periodic site inspections and photo documentation provided at intervals agreed to by the Department and Contractor.

At an appropriate time nearing Project completion, the Contractor shall invite the Department to a site visit and provide a punch list of any incomplete items with an estimated schedule for full Project completion.

Products:

- 30-day notification of construction starting
- Work progress written summaries and identification and notification of any substantial problems and delays.
- Photo-documentation of in-progress work
- Project substantially complete/completion site visit and punch list of any incomplete items with estimated schedule for full Project completion

Task 2.10 Completion of Project

Following completion of the Project, the Contractor shall submit, or cause to be submitted, a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during Project initiation meeting, the Contractor shall submit, or cause to be submitted, a full set of as-built plans in digital format and certified by a licensed professional engineer, architect or landscape architect.

When the Contractor is satisfied work is complete, it shall submit to the Department a Final Project Summary Report along with a copy of the completion statement, the certified as-built plans, and photo-documentation in the form of digital files of the site work completed with NY Forward funding. The Contractor shall not submit a final payment request to the Department, until the Department has received all Project work Products and concurs that all Project work is complete.

Products:

- Statement of completion, certified by a licensed professional engineer, architect, or landscape architect.
- Digital version of certified as-built plans
- Final Project Summary Report (https://forms.office.com/g/Fs7t8jaANv)
- Photos of completed Project documenting State-funded work

Task 3.1 MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form D - MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE subcontractors using DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the "Contact Us & Support" link.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 3.2 Project Status Reports

The Contractor shall submit Project Status Reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed Project Status Reports submitted to DOS during the life of the contract.

Task 3.3 Final Project Summary Report

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report. Final payment shall not be authorized until this report has been completed and filed with project deliverables.

Products: Completed Final Project Summary Report submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract number as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.

- will ensure that comments received from the Department, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.